

BOOK 99

Hall Linn. Co. Topeka

REAL ESTATE MORTGAGE (TO CORPORATION) AC-34-2 T.W.

THIS INDENTURE, Made this 6th day of November in the year of our Lord one thousand nine hundred fifty

between Guy Turner and Maude E. Turner, husband and wife

in the County of Douglas and State of Kansas, of the first part, and of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred & No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

West One Half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and East 40 acres of the Southwest Quarter (SW $\frac{1}{4}$ ), Section 30, Township 14, Range 21, being 120 acres more or less;

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing, on that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the note/s thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable. And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred & No/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part, said note being given for the sum of Twelve Hundred & No/100 DOLLARS, dated Nov. 6, 1950 due and payable Dec. 1, 1955 with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment is made as in said note and as is herein specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, to keep the said premises insured in favor of said mortgagee in the sum of Twelve Hundred & No/100 DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and securing penalties, interest and costs, and have the same at the expense of the party of the first part, and the expense of such taxes and securing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear on said premises, or if the insurance is not kept up, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and securing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part, and it shall be lawful for the party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—said premises hereby waived or not, at the option of the party of the second part, its successors or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part by us hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Guy Turner (Seal)  
Maude E. Turner (Seal)

State of Kansas, Franklin County, ss.  
BE IT REMEMBERED, That on this 6th day of November, A.D. 1950, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Guy Turner and Maude E. Turner, husband and wife



NOTES 214 3 50

to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

C. W. Hegberg  
(My commission expires Jan. 18, 1954)

This return was written on the original mortgage  
19 55  
G. W. Hegberg  
Notary Public  
Franklin County, Kansas

RECEIVED OF Guy Turner and Maude E. Turner, his wife the within-named mortgagor, the sum of Twelve Hundred & No/100 DOLLARS, in full satisfaction of the within Mortgage.  
G. W. Hegberg (Corp. Seal)  
Satisfied by C. W. Hegberg Pres.  
Register of Deeds  
Dec. 8, 1955